



# MLB PLAYERS CHOICE

Richard White  
General Manager

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October 23, 2006

**VIA NEXT-DAY DELIVERY**

Affinity Club Network, LLC  
Two Penn Center, Suite 200  
Philadelphia, PA 19102  
Attention: Ravi Kothare

Dear Ravi:

We have tried repeatedly to reach you, by telephone and email, over a period of two weeks, but you have failed to contact us despite our best efforts. Under the circumstances – with which you are well familiar – we have no alternative but to assume that you are in willful breach of your license agreement, and to act accordingly. This will serve as formal notice that, pursuant to Paragraph 17(a)(i)(g) of the license agreement between Affinity Club Network, LLC ("ACN") and the Major League Baseball Players Association ("MLBPA") dated as of November 15, 2004 (the "License Agreement"), MLBPA hereby terminates ACN as a licensee of the MLBPA effective immediately.

Paragraph 17(a)(i)(g) provides that MLBPA shall have the right immediately to terminate the Agreement where Licensee "two or more times during a twelve month period fails to make timely payment of royalties when due or fails to make timely submission of royalty statements when due". ACN failed to make timely payment of \$200,000 towards the Guaranteed Minimum Royalty, which was due on or before June 30, 2005. Currently, ACN has failed to pay the sum of \$350,000 which was due on or before September 30, 2006. As we have expressed to you many times throughout 2005 and 2006, including at our latest meeting in August, it is vitally important that ACN make all payments in a timely fashion as outlined in the Agreement. ACN's continued disregard for the terms of the License Agreement is wholly unacceptable.

In light of MLBPA's termination of the Agreement, we draw your attention to ACN's obligations under the provisions of Paragraph 18 of the Agreement, which deals with post-termination rights

EXHIBIT D



MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION

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and obligations. Specifically, as provided in Paragraph 18(a), **effective immediately**, ACN "shall have no right to offer for sale, sell, advertise, promote and/or distribute Licensed Products or to use in any way the Rights, the Trademarks, or any Advertising and Promotional Material or Premium Products relating to the Licensed Products." Additionally, ACN must "refrain from further use of the Rights and/or the Trademarks or any further reference to them, either directly or indirectly, in connection with the manufacture, offering for sale, sale, advertising, promotion, shipment and/or distribution of Licensee's products" (See Paragraph 18(e)).

**Accordingly, ACN must immediately:**

- 1. Discontinue any and all use of the PLAYERS CHOICE CLUB name in any format whatsoever, including without limitation the following:**
  - a. Discontinue the various websites in support of the Players Choice Club (i.e. www.playerschoiceclub.com, www.playerschoicegold.com, www.playerschoiceclub.com/my/), and**
  - b. Destroy all artwork and product (whether finished goods or work-in-process) bearing the PLAYERS CHOICE mark and/or the Rights granted in the License Agreement, and provide satisfactory evidence to MLBPA of such destruction,**
- 2. Cease all billing of current memberships;**
- 3. Cease selling of new memberships and renewals;**
- 4. Refund all payments made by members for months beyond October, 2006, including prorated refunds on annual memberships.**

Additionally, pursuant to the provisions of Section 18(b), all Actual Royalties and Guaranteed Minimum Royalties due pursuant to the Agreement are now immediately due and payable to MLBPA. **The MLBPA hereby makes demand for immediate payment of such amounts, including \$700,000 towards the Minimum Guarantee balance as well as any unpaid balance to individual players or managers pursuant to executed Highlight Agreements.**

Finally, pursuant to Additional Condition 4 on Schedule B of the Agreement, ownership and control of the membership database shall immediately transfer to MLBPA. **Accordingly, ACN must send to MLBPA (attn: Richard White) an electronic file, with an attached printed hard copy, of the entire membership database including the name, address, email address, membership start date, membership status (i.e. current, expired, cancelled, etc.), membership payment date and method for each member separately.**

Given our expectations for success of the ACN business concept, and the considerable time and effort the MLBPA has expended toward ensuring its success, we regret the necessity of taking

this action. Nevertheless, please be advised that we will not hesitate to take all necessary and legal actions required to enforce the rights of the MLBPA pursuant to the License Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "R. White".

Richard White

cc: Judy Heeter  
Don Fehr  
David Maser  
Uri Geva, Infinity Pro Sports